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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of

**Application of Ameritech  
Michigan Pursuant to Section  
271 of the Telecommunications  
Act of 1996 to Provide In-  
Region, InterLATA Services in  
Michigan**

CC Docket No.

97-1

**Volume 1.3:**  
**Interconnection Agreement between**  
**MFS Intelenet of Michigan, Inc.**  
**and**  
**Ameritech Michigan**



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Michael A. Holmes  
Counsel

October 8, 1996

Ms. Dorothy Wideman  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way  
Lansing, Michigan 48909



Re: Motion for Approval of Amended Interconnection  
Agreement Between Ameritech Michigan and MFS  
(Case No. U-11098)

Dear Ms. Wideman:

Enclosed for filing please find an original and 15 copies of Ameritech Michigan's Motion for Approval of an Amended Interconnection Agreement between Ameritech Information Industry Services (AIIS) and MFS Intelenet of Michigan, Inc (MFS), and supporting documents which are attached as exhibits to the Motion.

Also enclosed is a Comprehensive Listing and Directory Services Agreement between AIIS and MFS, which is being filed separately under seal as a confidential document pursuant to Section 210 of the Michigan Telecommunications Act, MCL 484.2210; MSA 22.1469(210). The confidential document has been segregated and placed in a separate envelope marked "Confidential."

Very truly yours,

*Michael A. Holmes*  
Michael A. Holmes

Enclosures

cc: All Parties on the Attached Service List

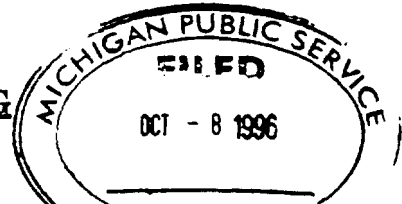
**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

In Re the request for Commission approval  
of an Interconnection Agreement between  
MFS Intelenet of Michigan, Inc. and  
Ameritech Information Industry Services, etc.,  
on behalf of Ameritech Michigan.

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) MPSC Case No. U-11098  
)  
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**NOTICE OF HEARING**



Please take notice that Ameritech Michigan's Motion for Approval of Amended Interconnection Agreement will be brought on for hearing before the Commission of an Administrative Law Judge (ALJ) on such date and time as set by the Commission or ALJ.

Respectfully submitted,

**AMERITECH MICHIGAN**

*Michael A. Holmes*

Michael A. Holmes  
444 Michigan Ave. - Room 1750  
Detroit, Michigan 48226  
(313) 223-8008

**DATED: October 8, 1996**

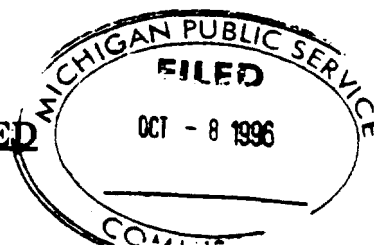
STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval )  
of an Interconnection Agreement between )  
MFS Intelenet of Michigan, Inc. and ) MPSC Case No. U-11098  
Ameritech Information Industry Services, etc., )  
on behalf of Ameritech Michigan. )

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**MOTION FOR APPROVAL OF AMENDED**  
**INTERCONNECTION AGREEMENT**



Pursuant to Rule 335 of the Rules of Practice and Procedure Before the Commission, MAC R460.17335, Ameritech Michigan hereby moves for approval by the Michigan Public Service Commission (Commission) of an Interconnection Agreement, as amended, by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Michigan, and MFS Intelenet of Michigan, Inc. (MFS). In support of its Motion, Ameritech Michigan states as follows:

1. On May 28, 1996, Ameritech Michigan initiated this proceeding by filing an Application for Commission approval of an Interconnection Agreement dated May 17, 1996 (The Agreement) on behalf of Ameritech Michigan and MFS, pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1) and Section 252(e)(1) of the Telecommunications Act of 1996 (the Act), 47 USC §151, et. seq.

2. At the Commission's direction, Ameritech Michigan served a Notice of Opportunity to Comment on all parties to Case Nos. U-10860 and U-10138, and to all parties with whom Ameritech was then negotiating for

interconnection arrangements. Following the filing of additional pages for the pricing schedules attached to the Application, Ameritech Michigan issued and served a second Notice of Opportunity to Comment on the same parties at the Commission's direction.

3. In response to either the initial or second Notice of Opportunity to Comment, comments were submitted by AT&T Communications of Michigan, Inc., Brooks Fiber Communications, the Michigan Cable TV Association, Teleport Communications Group, Inc., MCI Telecommunications Corporation, Sprint Communications Company LP, and the Commission Staff.

4. On August 22, 1996, the Commission issued an Opinion and Order (Order) in this proceeding. In the Order the Commission rejected certain sections of the Agreement which the Commission found to be inconsistent with applicable law, including the Quality of Service Standards adopted in Case U-11040, certain of the Commission Orders issued in Cases U-10647 and U-10860, and provisions of the MTA.

5. Thereafter, certain amendments to the Agreement were negotiated on behalf of Ameritech Michigan and MFS to address the Commission's objections to certain provisions which the Commission rejected in the Order. Most of these amendments are set forth in the First Amendment to the Interconnection Agreement (The First Amendment), a copy of which is attached as Exhibit A hereto.

6. Section 17.0 of the Agreement was amended in Section 2.0 of the First Amendment to change the period of time for which a referral announcement shall be provided from 60 days to the period specified in Rule 484.34 of the Quality of Service Standards adopted in Case U-11040.

7. The First Amendment also amended the provisions in the pricing schedules pertaining to interim number portability. This amendment was negotiated to reflect the FCC's First Report and Order and Further Notice of Proposed Rulemaking in Docket 95-116 issued on July 2, 1996. The pricing schedules for interim number portability are amended in Sections 2.2 and 2.3, respectively, of the First Amendment, to provide as follows:

"Each Party shall bill the other Party for interim number portability at the rates approved by the Commission. The payment of charges for interim number portability shall be deferred until the FCC or the Commission establish a methodology for recovery of costs to provide interim number portability. Any payment resulting therefrom shall be subject to the conditions of applicable FCC and Commission Orders."

8. The Directory Assistance Services Agreement<sup>1</sup> was amended to respond to the Commission's finding that the original rates for Home Number Plan Area Directory Assistance exceeded the rates for the same interstate services set forth in applicable FCC tariffs, contrary to Michigan law. The rates for Home Number Plan Area Directory Assistance were amended in Section 2.0 of Exhibit B to be the lesser of (i) the applicable rate set forth in FCC Tariff No. 2, Section 9 (or any successor provision), and (ii) \$0.26 per occurrence. The First Amendment to the Directory Services Agreement is attached hereto as Exhibit B.

9. The Agreement filed with the Application as originally filed contained several minor, non-substantive errors, e.g., involving section references, punctuation or omitted words. These errors were corrected and the corrections are set forth in a corrected Agreement attached hereto as

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<sup>1</sup> This Agreement was attached as Exhibit C to the original Application.

Exhibit C. A markup document that indicates the corrections that were made to the Agreement is attached hereto as Exhibit D.

10. In the Application, Ameritech Michigan also sought approval of a separate Listing and Directory Services Agreement, a redacted copy of which was attached to the original Application.<sup>2</sup> In the Order, the Commission rejected the Listing and Directory Services Agreement because a complete copy had not been filed with the Commission.

11. The FCC issued the Second Report and Order (Second Order) in Docket 96-98 on August 8, 1996. In the Second Order, the FCC addressed the obligations under the Act for nondiscriminatory access to directory assistance and directory listings. The term "directory listings" is not defined by the Act. However, the FCC adopted the definition of "subscriber list information" found in 47 USC §222(f)(3) as the standard for directory listings under the Act, noting:

"On the basis of the record before us, we conclude that there is no need for this Commission to state that the term "directory assistance and directory listings" includes the White Pages, Yellow Pages, "customer guides, and information pages. As a minimum standard, we find that the term "directory listing" as used in section 251(b)(3) is synonymous with the definition of "subscriber list information" in section 222(f)(3). Second Order, ¶ 137.

12. The term "subscriber list information" found in section 222(f)(3) means the following:

". . . any information: (A) identifying the listed names of subscribers of a carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers addresses or classifications; and (B) that the carrier or an affiliate has published, caused to be published, or

---

<sup>2</sup> Exhibit D to the Application.

accepted for publication in any directory format." Second Order, ¶ 137, footnote 315.

13. Thereafter, the Listing and Directory Services Agreement (Original Agreement) that was attached to the original Application was renegotiated and replaced by two separate agreements: 1) a Listing and Directory Services Agreement (White Pages Agreement), a complete copy of which is attached hereto as Exhibit E; and 2) a Comprehensive Listing and Directory Services Agreement (Comprehensive Agreement), which was submitted separately to the Commission under confidential protection, pursuant to MTA Section 210. The White Pages Listings provisions of the Original Agreement were incorporated into the White Pages Agreement. The Yellow Pages Listings provisions of the Original Agreement were incorporated into the Comprehensive Agreement.

14. The listing information to be provided to MFS and Ameritech Michigan respectively, under the White Pages Agreement includes the types of information described in the FCC's definition of directory listings. Ameritech Michigan requests Commission approval of the White Pages Agreement.

15. The Agreement, as amended, meets all of the requirements of the Act and addresses the objections and concerns of the Commission set forth in the Order.

16. This Motion is supported upon the Commission's files and records of this proceeding, including the Application, Exhibits, Affidavit previously filed, and the Exhibits attached to this Motion.



Wherefore, pursuant to MTA Section 203(1) and Section 252(e)(1) of the Act, Ameritech Michigan requests expedited approval of the Interconnection Agreement, as amended, without any further formal solicitation of comments or any public hearing.

Respectfully submitted,

**AMERITECH MICHIGAN**



---

Michael A. Holmes (P-24071)  
444 Michigan Ave. - Rm. 1750  
Detroit, Michigan 48226  
(313) 223-8008

DATED: October 8, 1996

**Exhibit A**  
**Case No. U-11098**

**FIRST AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated September 5, 1996**

**FIRST AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This First Amendment (the "Amendment") to Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 5<sup>th</sup> day of September, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and MFS Intelenet of Michigan, Inc., a Delaware corporation with offices at 1 Tower Lane, 27<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181 ("MFS").

WHEREAS, Ameritech and MFS are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of May 17, 1996 (the "Interconnection Agreement") which sets forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and the Michigan Telecommunications Act.

WHEREAS, the Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Ameritech hereby agree as follows:

**1.0 DEFINITIONS.**

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Interconnection Agreement.

**2.0 AMENDMENTS TO INTERCONNECTION AGREEMENT.**

On and from the Effective Date, the Interconnection Agreement is hereby amended as follows:

**2.1 Section 17.0 of the Interconnection Agreement is hereby amended in its entirety to be read as follows:**

**When a Customer changes its service provider from Ameritech to MFS, or from MFS to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for the period specified in Michigan Administrative Rule 484.34. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.**

**2.2 Section VI, Interim Telecommunications Number Portability, of the Pricing Schedule is hereby amended in its entirety to be read as follows:**

**Each Party shall bill the other Party for Interim Number Portability at the rates approved by the Commission. The payment of charges for interim number portability shall be deferred until the FCC or the Commission establish a methodology for recovery of costs to provide Interim Number Portability. Any payment resulting therefrom shall be subject to the conditions of applicable FCC and Commission orders.**

**2.3 Section IV, Interim Telecommunications Number Portability, of the Pricing Schedule-Michigan-Pre January 1, 1997 Pricing is hereby amended in its entirety to be read as follows:**

**Each Party shall bill the other Party for Interim Number Portability at the rates approved by the Commission. The payment of charges for interim number portability shall be deferred until the FCC or the Commission establish a methodology for recovery of costs to provide Interim Number Portability. Any payment resulting therefrom shall be subject to the conditions of applicable FCC and Commission orders.**

### 3.0 MISCELLANEOUS.

3.1 The Interconnection Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Interconnection Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" or may identify such Interconnection Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan, without reference to conflict of law provisions.


3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5<sup>th</sup> day of September, 1996.

MFS INTELENET OF MICHIGAN, INC.

AMERITECH INFORMATION INDUSTRY  
SERVICES, A DIVISION OF AMERITECH  
SERVICES, INC., ON BEHALF OF  
AMERITECH MICHIGAN

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Printed: NEIL E. COX  
Title: PRESIDENT

### 3.0 MISCELLANEOUS.

3.1 The Interconnection Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Interconnection Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" or may identify such Interconnection Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan, without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5<sup>TH</sup> day of September, 1996.

MFS INTELENET OF MICHIGAN, INC.

AMERITECH INFORMATION INDUSTRY  
SERVICES, A DIVISION OF AMERITECH  
SERVICES, INC., ON BEHALF OF  
AMERITECH MICHIGAN

By: Alex J. Harris  
Printed: Alex J. Harris  
Title: Vice President Regulatory Affairs

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B**  
**Case No. U-11098**

**FIRST AMENDMENT TO**  
**DIRECTORY ASSISTANCE SERVICES AGREEMENT**

**Dated September 5, 1996**

## **FIRST AMENDMENT TO DIRECTORY ASSISTANCE SERVICES AGREEMENT**

This First Amendment (the "Amendment") to Directory Assistance Services Agreement is effective as of the 5<sup>th</sup> day of September, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin (collectively referred to herein as "Ameritech") and MFS Intelenet, Inc., a Delaware corporation with offices at 1 Tower Lane, 27<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181, on behalf of and as an agent for MFS Intelenet of Illinois, Inc., MFS Intelenet of Indiana, Inc., MFS Intelenet of Michigan, Inc., MFS Intelenet of Ohio, Inc. and MFS Intelenet of Wisconsin, Inc. (collectively referred to herein as "MFS")

WHEREAS, Ameritech and MFS are parties to that certain Directory Assistance Services Agreement dated March 13, 1996 (the "DA Agreement") which sets forth the respective obligations of the Parties and the terms and conditions under which Ameritech provides to MFS Directory Assistance services.

WHEREAS, the Parties have agreed that the DA Agreement be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Ameritech hereby agree as follows:

### **1.0 DEFINITIONS.**

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the DA Agreement.

### **2.0 AMENDMENTS TO THE DA AGREEMENT**

On and from the Effective Date, the DA Agreement is hereby amended as follows:

Exhibit A of the DA Agreement is hereby amended by deleting the reference to "\$.26 per occurrence" set forth in "B. Contract Rates and Applications - 1. Home NPA Directory Assistance" therefrom and substituting the following in lieu thereof:



the lesser of (i) the applicable rate set forth in F.C.C. No. 2, Section 9 (or any successor provision) and (ii) \$0.26 per occurrence

### 3.0 MISCELLANEOUS.

3.1 The DA Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the DA Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Directory Assistance Services Agreement" or may identify such Directory Assistance Services Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of ~~Michigan~~ without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

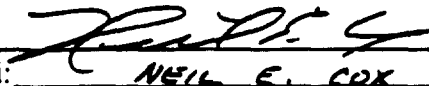
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5<sup>TH</sup> day of September, 1996.

MFS INTELENET, INC.

AMERITECH INFORMATION INDUSTRY  
SERVICES, A DIVISION OF AMERITECH  
SERVICES, INC.

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

on behalf of and as agent for  
MFS Intelenet of Illinois, Inc.,  
MFS Intelenet of Indiana, Inc.,  
MFS Intelenet of Michigan, Inc.,  
MFS Intelenet of Ohio, Inc. and  
MFS Intelenet of Wisconsin, Inc.

By:  \_\_\_\_\_  
Printed: NEIL E. COX  
Title: PRESIDENT

on behalf of and as agent for Ameritech  
Illinois, Ameritech Indiana, Ameritech  
Michigan, Ameritech Ohio and Ameritech  
Wisconsin

the lesser of (i) the applicable rate set forth in F.C.C. No. 2, Section 9 (or any successor provision) and (ii) \$0.26 per occurrence

### 3.0 MISCELLANEOUS.

3.1 The DA Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the DA Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Directory Assistance Services Agreement" or may identify such Directory Assistance Services Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5<sup>th</sup> day of September, 1996.

MFS INTELENET, INC.

AMERITECH INFORMATION INDUSTRY  
SERVICES, A DIVISION OF AMERITECH  
SERVICES, INC.

By: Alex S. Harris  
Printed: Alex S. Harris  
Title: Vice President Regulatory Affairs

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

on behalf of and as agent for  
MFS Intelenet of Illinois, Inc.,  
MFS Intelenet of Indiana, Inc.,  
MFS Intelenet of Michigan, Inc.,  
MFS Intelenet of Ohio, Inc. and  
MFS Intelenet of Wisconsin, Inc.

on behalf of and as agent for Ameritech  
Illinois, Ameritech Indiana, Ameritech  
Michigan, Ameritech Ohio and Ameritech  
Wisconsin

**Exhibit C**  
**Case No. U-11098**

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

**Dated as of May 17, 1996**

**by and between**

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of Ameritech Michigan**

**and**

**MFS INTELENET OF MICHIGAN, INC.**

EXECUTION COPY

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

**Dated as of May 17, 1996**

**by and between**

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of Ameritech Michigan**

**and**

**MFS INTELENET OF MICHIGAN, INC.**

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## LIST OF SCHEDULES AND EXHIBITS

### Schedules

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Pricing Schedule

### Exhibits

Exhibit A	Network Element Bona Fide Request
Exhibit B	MFS/Ameritech Fiber Meet



## **INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 17th day of May, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and MFS Intelenet of Michigan, Inc., ("MFS") a Delaware corporation with offices at 1 Tower Lane, 27<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Ameritech hereby agree as follows:

### **1.0 DEFINITIONS.**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof which is prepared by the Parties to reflect any amended or additional term set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of May 17, 1996 by and between the Parties.